**WHEREAS** the Insured by application and declaration which are duly incorporated herein has applied to **AmGeneral Insurance Berhad** (hereinafter called "the Company") for the insurance contained in this Policy and has paid the premium stated in the Policy Schedule as consideration for such insurance for the period stated therein.

**NOW THIS POLICY WITNESSETH:** That in respect of events occurring during the Period of Insurance or during any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium required for the renewal of this policy, and subject to the limitations, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of this Policy).

### SECTION I - MATERIAL DAMAGE TO HOUSEHOLD CONTENTS

#### A. INSURED PERILS

The Company will indemnify the Insured against accidental physical loss of or damage to the insured property from any external cause not specifically excluded in the Policy.

COVERAGE INCLUDES BUT IS NOT LIMITED TO loss or damage caused by fire, lightning, explosion, earthquake, typhoon, windstorm, flood, riot, strike and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, impact of vehicles, theft, subsidence and landslip, aircraft and other aerial devices and / or articles dropped thereform.

#### **B. INSURED PROPERTY**

All household contents which expression shall include household goods and personal effects of every description being the property own or under the responsibility of the Insured or any member of the Insured's family normally residing with him / her whilst contained / kept in the private dwelling building.

#### PROPERTY TEMPORARILY REMOVED

This Section extends, except as regards property removed for sale or exhibition or to furniture depositories and subject in every case to the terms of this Policy, to cover the same whilst temporarily removed from the insured premises but remaining in Malaysia, if and so far as such property is not otherwise insured. The liability of the Company under this extension will be limited to 15% of the Total Sum Insured on Section I.

### C. BASIS OF SETTLEMENT

For the purpose of Section I of the Policy, the basis of settlement shall be:

i. for electrical appliances or equipment less than five (5) years from the date of first purchase - the cost of replacing the lost or damaged property with property of the same kind or type but not superior to or more extensive than the Insured property when new or where such property is no longer available in the market, the cost of replacing with property of like kind and with specifications and / or performance which most closely resemble that of the lost or damaged property. Provided that the liability of the Company in respect of each item shall not exceed the original purchase price.

- ii. for antiques, paintings and other works of art the cost of restoring the property to the original condition or the original purchase price or the value determined by a professional valuer whichever is the lower.
- iii. for all other insured property the value of such property at the time of loss or damage but shall in no case exceed that it would then cost to reinstate or replace with property of like kind and quality.

PROVIDED that in the event where any insured item consists of articles in a pair or set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

PROVIDED that if the property hereby Insured shall, at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

### **SPECIAL EXCLUSIONS TO SECTION I**

The Company under this Section of the Policy will not indemnify the Insured for:

- 1. Loss or damage arising from wear and tear, depreciation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring any of the property hereby insured.
- Loss or damage arising out of or in any way traceable to mechanical defects in or the mechanical derangement or breakage of watches, clocks, musical instruments, wireless sets, gramophones, typewriters, sewing machines, cameras, sports gear and the like.
- 3. Damage to travelling trunks, bags, boxes and other receptacles, other than total loss.
- 4. The scratching or denting of any article or cracking and / or breakage of glass, china, earthenware, marble, gramophone records and / or other articles of a brittle nature, unless caused by theft and / or fire.
- 5. Loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, medals, coins, stamps, manuscripts or other documents of value, motor vehicles and accessories and animals, birds, fish or plants. However, this exclusion does not apply to loss of or damage to currency notes not more than RM1,000 in value caused by fire or theft occurring within the insured premises.

# AmGeneral Insurance Berhad (44191-P)

Menara Shell, No. 211, Jalan Tun Sambanthan, 50470 Kuala Lumpur, P.O. Box 11228, GPO Kuala Lumpur, 50740 W.P. Kuala Lumpur. Tel +603-2268 3333 Fax +603-2268 2222 E-mail corporate@kurnia.com Website www.kurnia.com

- Loss of or damage to property when in transit as Unaccompanied Baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
- 7. Loss of or damage to jewellery, personal ornaments, articles made of gold, silver or other precious metals, precious and semi-precious stones, watches, fountain pens, cigarette lighters, unless caused by fire, explosion, earthquake, windstorm, flood, theft and then the liability of the Company will be limited to RM5,000 any one period of insurance.
- Loss of or damage to antiques, paintings and other works of art unless caused by fire, explosion, earthquake, windstorm, flood, theft and then the liability of the Company will be limited to RM5,000 any one period of insurance.
- 9. Loss of or damage to property due to theft in the insured premises if the Premises is left unoccupied for more than ninety (90) days in any one year of insurance, whether at one time or in the aggregate, unless sanctioned in writing by the Company, and if required, an additional premium paid.
- Loss, damage or destruction directly or indirectly arising from delay, confiscation or detention by Customs or other officials or authorities.
- 11. Loss of or damage to property arising from theft from the open, theft by servants, and theft whilst the building or any part thereof are lent, let or sub-let, theft from any outbuilding not directly communicating with the Private Dwelling House or Private Flat and property kept within the fenced up compound of the Private Dwelling.
- 12. In respect of subsidence and landslip, this Policy excludes the following:
  - a. loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the building is damaged by the same cause and at the same time.
  - b. loss or damage occasioned by happening through, or in consequence of:
    - coastal or river erosion
    - demolition, structural alteration or structural repair
    - defective design or inadequate construction of foundations
- 13. Any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating is defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonesty induces the person so deceived to deliver any property to any person or to consent that any person shall retain any property, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to "cheat"."

14. Any loss or damage caused by or attributed to the act of Criminal Breach of Trust (CBT) by any person within the meaning of the definition of the offence of CBT set out in the Penal Code.

CBT is defined in the Penal Code "as whoever, being in any manner entrusted with property", or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits "criminal breach of trust".

## **SECTION II - ACCOMMODATION EXPENSES**

The Company will indemnify the Insured for the reasonable additional expenses necessarily incurred by him on accommodations at a hotel, lodging house or boarding house in consequence of the insured premises being so damaged by a peril insured under Section I as to be rendered uninhabitable but only in respect of such period of uninhabitability and subject to an amount not exceeding RM250 per day and to a period not exceeding thirty (30) days.

A premises is deemed uninhabitable when it is rendered unsafe for occupation as a result of fire, flood, or other perils insured under Section I.

### **SECTION III - PERSONAL LIABILITY**

#### THE INDEMNITY

Subject to the Limit of Liability stated in this Section the Company will indemnify the Insured in respect of:

- 1. All sums the Insured shall become legally liable to pay for compensation in respect of:
  - a. accidental bodily injury to third party
  - b. accidental damage to third party property
- 2. All costs and expenses of litigation:
  - a. recovered from the Insured by any claimant or claimants
  - b. incurred with the written consent of the Company

In respect of a claim against the Insured for compensation to which the Indemnity expressed in this Section applies.

In the event of death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representative who shall as though they were the Insured observe fulfil and be subject to the exclusions and conditions of this Policy so far as they can apply.

#### LIMIT OF LIABILITY

The Policy under this Section will indemnify up to an amount not exceeding Malaysian Ringgit Seventy Five Thousand (RM75,000) any one accident and any one Period of Insurance.

#### **SPECIAL EXCLUSIONS TO SECTION III**

The indemnity expressed in this Section shall not apply to or include:

a. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.

- b. Liability in respect of injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependant under any Workmen's Compensation Legislation.
- c. Liability in respect of injury to any person who is a member of the Insured's own family or a member of the Insured's household.
- d. Liability in respect of injury or damage to property belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured.
- e. Liability in respect of injury or damage caused by or in connection with or arising from:
  - the ownership or possession or use by or on behalf of the Insured of any animal (other than a dog or cat), aircraft, motor vehicle, vessel, arms of all types or craft of any kind.
  - ii. the ownership or possession or use by or on behalf of the Insured of any land or building.
  - any employment, profession or business of the Insured or anything done in connection therewith or for the purpose thereof.
- f. Compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
- Costs and expenses of litigation recovered by claimant from the Insured which are not incurred in and recoverable in Malaysia.

## **SECTION IV - PERSONAL ACCIDENT**

The Company will pay to the Insured or to his / her legal representative the sum or sums of money in accordance to the Table of Benefits provided in this Section if the Insured Person(s) stated in the Schedule shall sustain any bodily injury caused by ACCIDENTAL VIOLENT EXTERNAL AND VISIBLE MEANS WHICH SHALL SOLELY AND INDEPENDENTLY OF ANY OTHER CAUSE result in his / her death or disablement.

#### **PROVIDED ALWAYS THAT**

- 1. No sum stated in the Table of Benefits shall be payable unless death or disablement occur within twelve (12) months of the happening of the Bodily Injury.
- 2. The aggregate of all percentages payable in respect of any one acccident shall not exceed 100%. In the event of a total 100% having been paid all insurance hereunder shall immediately cease to be in force. All other losses lesser than 100% if having been paid shall reduce the coverage by that amount from the date of accident until the expiration of the policy.
- The sum payable under Benefit B shall be equal to the percentage of RM10,000 as specified in the Table of Benefits.

### SPECIAL CONDITIONS APPLYING TO SECTION IV

- 1. All certificates, accounts receipts, information and evidence required by the Company shall be furnished at the expense of the Insured or any Claimant hereunder and shall be in such form and of such nature as the Company shall prescribe.
- 2. On the happening of any accident for which compensation is payable under this Policy the Insured Person shall immediately employ the services of a qualified and registered medical practitioner and undergo any treatment such practitioner shall deem necessary.
- 3. The Insured Person(s) as often as required shall submit to medical examination on behalf of the Company at its own expense.
- 4. The Company shall in the case of the death of the Insured Person(s) be entitled to have a post-mortem examination at its own expense.
- 5. No Assignee shall be entitled to any compensation under this Policy except that payable in respect of death. The Beneficiary when named in this Policy is at the request of the Insured but the Company shall not be bound to pay any compensation which may be due under this Policy to the Beneficiary is also the Insured's legal representative.
- 6. The Insured Person(s) named in the Schedule under Section IV (A) shall be limited to the Insured, his or her legal spouse and any child(ren) below eighteen (18) years of age, provided that any person exceeding sixty-five (65) years of age is deemed to be excluded.
- 7. The Insured Person named in the Schedule under Section IV (B) shall be the Insured's domestic servant. If there are more than one domestic servant at the time of the happening of the accident, the benefits payable will be proportionately reduced.

#### **SPECIAL EXCLUSIONS TO SECTION IV**

This Policy does not cover death or disablement caused by or arising out of:

- 1. Suicide (whether felonious or not) or any attempt thereat or self-injury, provoked assault, pregnancy or childbirth, venereal disease or insanity, the effects or influence (temporary or otherwise) of alcohol or of drugs not prescribed by a qualified and registered medical practitioner, the committing or attempt to commit any unlawful act.
- 2. The Insured Person(s) flying or travelling in an aircraft otherwise than as fare paying passenger with a licensed carrier on a scheduled domestic or international route.
- 3. The Insured Person(s) engaging in:
  - a. water-skiing, scuba-diving, underwater activities involving use of underwater breathing apparatus, hunting, mountaineering necessitating ropes or guides, parachuting, hang-gliding, sky-diving, winter sports, martial arts, horse-riding, wrestling, boxing, racing of any kind other than on foot.
  - b. use of woodworking machinery driven by mechanical power.

- 4. Any pre-existing physical defect or infirmity, fits of any kind, disease or sickness of any kind.
- 5. The Insured Person(s) engaging in, practicing or participating in a sport in a professional capacity / basis.

### TABLE OF BENEFITS

TADLE OF DENEFTIS						
	DESCRIPTION OF DISABLEMENT				COMPENSATION	
Α.			TAL DEATH	100%		
	(Occurring within 12 cal			endar months of		
	Bodily Injury)					
Β.		ERMANENT DISABLEMENT				
	(Occurring within 12 calendar months of					
	Bodily Injury) resulting in:					
	1. Total Permanent Disablement from				100%	0
	engaging in or atten					Ĥ
		emplo	yment / occup	ations of any kind		집
	2.	Total p	aralysis or pe	rmanently bedridden	100%	OF RINGGIT MALAYSIA TEN THOUSAND ONLY (RM10,000)
	3.	Loss o	f a) one hand	l or arm	100%	E
			b) one foot	or leg	100%	~
			c) all sight i	n one or both eyes	100%	Ā
	4.	Loss o			75%	A
			b) hearing i	n one ear	15%	/IS
			c) speech		50%	Ĩ
	5.	Loss o	f a) four finge	ers and thumb of	50%	-9
	one hand					Ę
	b) four fingers of one hand 4				40%	ġ
	6.	Loss o	f thumb	<ul> <li>both phalanges</li> </ul>	25%	۲S
				<ul> <li>one phalanx</li> </ul>	10%	ž
	7.	Loss o	f index finger	<ul> <li>three phalanges</li> </ul>	10%	ŏ
				- two phalanges	8%	N
	0		с с	- one phalanx	4%	Ŕ
	δ.	LOSS 0	r midale finge	r- three phalanges - two phalanges	6% 4%	ŝ
				- one phalanx	2%	0,0
	9.	Loss o	f ring finger	- three phalanges	5%	<u></u>
			5 5	- two phalanges	4%	0
				<ul> <li>one phalanx</li> </ul>	2%	
	10.	Loss o	f little finger	<ul> <li>three phalanges</li> </ul>	4%	
				- two phalanges	3% 2%	
	11	Loss o	ftoor	- one phalanx - all of one foot	2% 15%	
	11.	L055 0	I LUES	- great, both phalang		
				- great, one phalanx	2%	
				- other than great, if	1% -	
				more than one toe		
				lost, each		

Permanent total loss of use of member shall be treated as loss of member. Where any permanent partial disablement not specified above other than loss of sense of taste or smell, the Company will adopt a percentage of disablement which in the opinion of the Company's medical advisors is not inconsistent with the provision of the above and without regard to the Insured Person's occupation.

Loss of Eye means total and irrecoverable loss of all sight rendering the Insured Person absolutely blind in the eye beyond remedy by surgical or other treatment.

### GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

- A. Any loss, damage or other contingency occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely:
  - War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war.
  - Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or

causes which determine the proclamation or maintenance of martial law or state of siege.

In any action, suit or other proceeding where the Company alleges that by reason of the provision of this General Exclusions any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.

- B. ia. Loss or damage occasioned by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
  - ib. Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by ionising, radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion B(ii), combustion shall include any self-sustaining process of nuclear fission.
- C. Consequential loss or damage of any kind whatsoever except as provided for in Section II hereof.
- D. Any loss, damage or other contingency occasioned by or through or in consequence directly or indirectly upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- E. Loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of terrorism.

For this purpose, an act of terrorism means an act including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public or any section of the public in fear.

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

- 1. This Policy and Schedule shall be read together as one contract and constitutes the entire Contract between the parties and there are no other undertakings, statements, representations, warranties, promises, express or implied, other than those contained in this Contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever if may appear.
- 2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law

unless and until the Company shall by endorsement hereon declare the insurance to be continued.

- 3. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
- 4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section III of this Policy such paying guests, boarders and lodgers shall be deemed to be members of the Insured's household.
- 5. The Sum Insured on Section I declared by the Insured represents not less than the full value of the insured property and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.
- 6. If at the time of any loss, damage or liability covered by this Policy there shall be any other insurance covering such loss, damage or liability or any apart thereof the Company shall not be liable for more than its rateable proportion thereof.
- 7. The Insured shall give notice to the Company of any insurance or insurances already effected or which may be subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Policy in respect of the property so insured shall be forfeited.
  - a. The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty (30) days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat Insured shall also give immediate notice to the Police.
  - b. The Insured shall on receiving notice of any accident or claim arising under Section III give immediate notice thereof in writing to the Company and also as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
  - c. The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

- 8. The Company shall be entitled:
  - a. On the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
  - b. To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- 9. This Policy may be voidable in the event of a misrepresentation, misdescription, error, omission or non-disclosure of fact by the Insured/Insured Person, which the Insured/Insured Person knew or ought to have known to be untrue, misleading or relevant or which may have influenced the judgement of any prudent insurer (including the Company) in determining the premium payable and/or determining if the risk should be accepted, with or without the intention to defraud the Company.
- 10. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven (7) days notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro rata premium.
- 11. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having required to do so in writing by the other party. In case either party shall or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award, and it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

- 12. The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Insured is the owner of the insured premises, if any defect therein be discovered shall caused such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.
- 13. Compliance on building construction This policy will automatically become null and void if the construction of your private dwelling building is not of brick / concrete walls and roofed with tiles / concrete / asbestos.

### 14. DUTY OF DISCLOSURE

Consumer Insurance Contracts

- a. Pursuant to Paragraph 5 of Schedule 9 of the Financial Services Act 2013, if the Insured had applied for this Insurance wholly for purposes unrelated to the insured's trade, business or profession, the Insured had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form and all the questions required by the Company fully and accurately and also disclose any other matter that the Insured knows to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied, otherwise it may result in avoidance of contract, claim denied or reduced, terms changed or varied, or contract terminated. This duty of disclosure continued until the time the contract was entered into, varied or renewed.
- b. The Insured Person also has duty to tell Us immediately, if at any time, after this Policy contract has been entered into, varied or renewed with Us, any of the information given for this Policy contract is inaccurate or has changed.

- 15. GOODS AND SERVICES TAX IMPACT ON CLAIMS SETTLEMENT
  - Claim Settlement

We will pay Your claim inclusive of the Goods and Services Tax on items which are taxable suppliers, up to the limit specified in the Schedule/ Certificate of Insurance/ Table of Benefits.

In the event that You are entitled to claim for the input tax credit and if We make a payment under this policy as compensation to You, We will reduce the amount of the payment by deducting Your input tax credit entitlement irrespective of whether You have or have not claimed the input tax credit, up to the limit specified in the Schedule/Certificate of Insurance/Table of Benefits.

## **PREMIUM WARRANTY**

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this Policy / Endorsement / Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and conditions of this Policy.

### IMPORTANT NOTICE

- 1. The Insured shall read this Policy carefully, and if any error or misdescription be found herein, or if the cover is not in accordance with the wishes of the Insured, advice should immediately be given to the Company and the Policy returned for alteration.
- 2. Insured who is not satisfied with the course of the action or decision of the Company, may seek recourse through our Complaints Management Unit and alternatively, may also seek redress or assistance with the Ombudsman for Financial Services or to approach Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (LINK) addressed below:-
  - (a) Complaints Management Unit AmGeneral Insurance Berhad Menara Shell
    No. 211, Jalan Tun Sambanthan 50470 Kuala Lumpur
    PO Box 11228, GPO Kuala Lumpur 50740 W.P. Kuala Lumpur, Malaysia Tel : +603-2268 3333
    Fax : +603-2268 2222
  - (c) Laman Informasi Nasihat dan Khidmat (LINK) Tingkat Bawah, Blok C Bank Negara Malaysia Peti Surat 10922 50929 Kuala Lumpur Tel : 1300 88 5465 Fax: +603-2174 1515
- (b) Ombudsman for Financial Services (OFS) Level 14, Main Block Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : +603-2272 2811 Fax : +603-2272 1577